

Amendment 335

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 335 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 28TH day of MAY, 2015, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to upgrade five (5) ORCA system Windows Servers from Windows Server 2003 to Windows Server 2012 R2. This work is performed per Change Request CR-11704 *Windows Server Upgrades v2.0*.
- C. The Parties agree that the Work necessary to upgrade the Windows Servers will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will provide the services of a qualified Technical Engineer, System Design Manager, Engineering Manager, Technical Writer, Junior Programmer, Quality Manager, and Business Analyst to perform the work. The Contractor will:

1.1 Upgrade the Virtual Private Network (VPN) jumpbox server in production and at the Disaster Recovery (DR) site, which includes the following tasks:

- (a) Test the VPN jumpbox server in production and confirm that it is functioning correctly
- (b) Test the VPN jumpbox server at the DR site and confirm that it is functioning correctly
- (c) In the event there are issues with this upgrade the Contractor will re-install Windows Server 2003 and test to confirm it is functioning correctly

1.2 Upgrade the Windows Server Update Services (WSUS) and Trend Micro OfficeScan server in production and in the Regional Test Bed (RTB), which includes the following tasks:

- (a) Test at the same time the WSUS in production and in the RTB and confirm it is functioning correctly
- (b) Test at the same time the Trend Micro OfficeScan server in production and in the RTB
- (c) In the event there are issues with this upgrade, the Contractor will re-install Windows Server 2003 and test to confirm it is functioning correctly

1.3 Upgrade the backup server in production, which includes the following tasks:

- (a) Test the backup server in production and confirm that it is functioning correctly
- (b) In the event there are issues with this upgrade, the Contractor will re-install Windows Server 2003 and test to confirm it is functioning correctly

1.4 At the same time upgrade the Certificate Authority server in production and in the RTB. This includes the following tasks:

- (a) Test the Certificate Authority server in production and confirm that it is functioning correctly
- (b) Test the Certificate Authority server in the RTB and confirm that it is functioning correctly
- (c) In the event that there are issues with this upgrade, the Contractor will re-install Windows Server 2003 and test to confirm it is functioning correctly

1.5 Upgrade the reporting server in production, which includes the following tasks:

- (a) Test the reporting server in production and confirm that it is functioning correctly
- (b) In the event that there are issues with the upgrade the Contractor will re-install Windows Server 2003 and test to confirm it is functioning correctly

1.6 The Contractor will update system documentation which has been identified as:

- (a) SEA-01434 Exhibit 13 – RFCS System Software/Software Maintenance
- (b) SEA-00353 Exhibit 12 – Intellectual Property Table

Section 2.0 Schedule

2.1 The Work described in Section 1.0 will be completed no later than October 31, 2015

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Per the Settlement Agreement the Agencies have agreed to pay fifty (50) percent of the cost of this system security work.

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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To provide qualified staff to upgrade five (5) ORCA system servers	
TOTAL	\$15,675

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment 335 shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: *[Signature]*
Its: General Manager
Date: 5/27/15

The Agencies

By: *[Signature]*
Their: ORCA operations manager
On behalf of the Agencies
Date: 5/28/15